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WALKER'S ADMR. AND ANOTHER V. TYLER.—Decided at Richmond, April 15, 1897.—*Harrison, J* :

1. **CONTRACTS**—*Limitations*—*Interest in land*—*Statute of frauds*. One who expends his money in aiding the owner of a lot in erecting a house thereon, but takes no evidence of the amount advanced, and can show no contract for the purchase of any interest in the lot, becomes a simple contract creditor of the owner, and his claim for repayment is barred after the lapse of three years, although he may have labored under the impression that he was to have an interest in the house and lot at the death of the owner. If there was a contract for an interest in the house and lot, the statute of frauds would preclude any action thereon unless it was in writing.

TERRY V. CITY OF RICHMOND.—Decided at Richmond, April 15, 1897.—*Riely, J* :

1. **MUNICIPAL CORPORATIONS**—*Use of streets by railroads*—*Liability for results of defective tunnel*. A city is not liable for damages resulting from the defective construction of a tunnel under one of its streets by a railroad company, when the railroad company is authorized to construct its road from said city, and the city permits the company to enter and use its streets for its roadway in pursuance of authority vested in the city by its charter. The right of the city to allow the use of its streets by the railroad company includes the right to permit the company to run under the streets as well as upon them. But permission to enter and use the streets confers no right on the railroad company to take or invade the property of any citizen without just compensation, nor does it sanction any tort the company may commit. Nor does the taking of a bond from the company to indemnify the city against loss by reason of the failure of the company to carry out its contract with the city render the city liable for the torts of the company. The company alone is liable for its torts. It is in no sense the agent of the city.

THE MANLY MANUFACTURING CO. V. BROADDUS AND ANOTHER.—Decided at Richmond, April 15, 1897.—*Keith, P* :

1. **BOARD OF SUPERVISORS**—*Power to contract for public buildings*—*Suit by taxpayer to settle account between the Board and a claimant*. The Board of Supervisors of a county in its corporate capacity has full power to provide public buildings for the county, and if it fails to do so may be compelled by the Circuit Court of the county by mandamus to perform its duty. Having power to contract for such buildings it may make any changes in the contract which it deems proper. In the absence of any charge of fraud or collusion on the part of the Board of Supervisors, a taxpayer cannot come into a court of equity merely to settle an account between a claimant and the Board growing out of a contract which the Board had full power to make. The Board has a full, adequate and complete remedy for the enforcement of its contracts, and the rights of all persons having contracts with or claims against the county are amply protected by the provisions of secs. 836, 837 and 838 of the Code.

2. **COUNTY PROPERTY**—*Possession by Board of Supervisors*. The right to the possession of county property is in the Board of Supervisors of the county. If